

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

1. STEPHEN MARC WALLS,

Plaintiff,

vs.

**2. ENTERPRISE FINANCIAL
GROUP, INC.,** a foreign
corporation,

Defendant.

Case No.: CIV-12-854-C

Judge

**Jury Trial Demanded
Attorney's Lien Claimed**

COMPLAINT

Stephen Marc Walls, through his counsel, Stauffer & Nathan, P.C., states as follows:

1. Stephen Marc Walls ("Walls") is a citizen and resident of Oklahoma, residing in Oklahoma County, Oklahoma.

2. Enterprise Financial Group, Inc. ("EFG") is a foreign corporation organized and existing under the laws of a state other than the State of Oklahoma, with its principal place of business in Irving, Texas.

3. The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

4. This Court has subject matter jurisdiction over Plaintiff's claims under 28 U.S.C. §1332, because of the diversity of citizenship between the parties and the sufficiency of the amount in controversy.

5. Venue is proper in this judicial district under 28 U.S.C. §1391(a) and (c).

6. EFG is authorized to act as a “Service Warranty Association” by the Oklahoma Insurance Department.

7. Such contracts are insurance and are subject to the to the same covenants of good faith as other insurance contracts. McMullan v. Enterprise Financial Group, Inc., 2011 OK 7, 247 P. 3d 1173.

8. The lawsuit arises from a contract executed and to be performed within Oklahoma County, Oklahoma.

9. On or about August 2, 2010, Walls purchased a Motorist Assistance Plan (Platinum Option) (“Service Contract”) from EFG for \$2,101.00. (Exhibit 1). The Service Contract provides mechanical breakdown coverage for Walls’ 2004 Ford F-250 pickup truck.

10. Wall’s truck had a mechanical breakdown which was covered under the Service Contract.

11. Walls presented a claim to EFG for payment of repair costs.

12. EFG has refused to pay the full costs of the repairs in breach of its contract and in breach of its duty of good faith and fair dealing.

13. On information and belief, EFG has a pattern and practice of refusing to pay for the full costs of repairs covered under its contracts.

14. Walls has complied with all conditions of the policy.

15. EFG has engaged in the unfair and deceptive practice of denying a

claim that falls within the scope of the Service Contract's coverage, in violation of 36 O.S. § 6633.

16. The egregious acts of EFG amounts to bad faith and is subject to the imposition of punitive damages.

17. Walls, asserts rights under the Seventh Amendment to the U.S. Constitution and demands, in accordance with Fed. R. Civ. P. 38, a trial by jury on all issues.

WHEREFORE, Stephen Marc Walls prays this Court enter judgment in favor of Walls against Enterprise Financial Group, Inc. for actual damages in excess of \$75,000, punitive damages in an amount to be determined by a jury, interest, costs of this action, including a reasonable attorney's fee, and such other and further relief as the Court deems just and equitable.

Respectfully submitted,
STAUFFER & NATHAN, P.C.

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